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and Hagen Choi

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

MTR WESTERN LLC, a Washington
Corporation

Plaintiff and Counterclaim
Defendant,

vs.

TOWER TOURS, LLC, a California
Corporation, and HAGEN CHOI, an
individual,

Defendants and Counterclaimants.

Case No. 4:14-cv-02987 (DMR)

STIPULATED AND ~~[PROPOSED]~~
ORDER OF DISMISSAL

1 **STIPULATION AND PROPOSED ORDER OF DISMISSAL**

2

3 **STIPULATION**

4 Plaintiff and Counterclaim Defendant, MTR Western, LLC (MTR) and

5 Defendants and Counterclaimants Tower Tours, LLC and Hagen Choi (jointly and

6 severally, Defendants), along with The Choi Family 2006 Trust u/t/a dated April 25,

7 2006 (Trust), have entered into a binding Confidential Settlement Agreement

8 (Agreement). These parties have also entered a Stipulation for Entry of Judgment

9 (Stipulation for Judgment), which consents to the Court's entry of judgment in the

10 event of a breach of the settlement terms.

11 The Agreement also provides that this Court will retain jurisdiction both to

12 enforce the terms of the Agreement and, in the event of a breach, to enter the

13 judgment consented to in the Stipulation for Judgment. The Agreement also invokes

14 California Civil Procedure Code section 664.6 as an additional mechanism for the

15 Court's enforcement of the Agreement.

16 MTR and the Defendants now wish to end this litigation, and they request the

17 Court to dismiss it in its entirety, with prejudice, but with the Court retaining

18 jurisdiction to enforce the parties' Agreement and Stipulation for Judgment.

19

20 MTR and DEFENDANTS SO STIPULATE.

21

22 DATED: February 10, 2015

THE BUSINESS LITIGATION GROUP, P.C.

23

24 By: /s/ Marc N. Bernstein
Marc N. Bernstein

25

26 Attorneys for Plaintiff and
27 Counterclaim Defendant MTR
28 Western, LLC

1 DATED: February 10, 2015

HORNSTEIN LAW

2
3 By: /s/ Matthew R. Harrison
Matthew R. Harrison

4 Attorneys for Defendants and
5 Counterclaimants Tower Tours, LLC and
6 Hagen Choi

7 **~~[PROPOSED]~~ ORDER OF DISMISSAL**

8 Based on the parties' stipulation, and for good cause shown, IT IS ORDERED
9 that this action is dismissed in its entirety with prejudice.

10 This Court shall retain jurisdiction to enforce the terms of the Settlement
11 Agreement, including through application of California Code of Civil Procedure
12 section 664.6, and, in the event of a breach or default under the terms of the
13 Settlement Agreement or Stipulation for Judgment, to enter judgment pursuant to
14 the Stipulation for Judgment.

15 The parties are to bear their own fees and costs.

16
17 **IT IS SO ORDERED.**

18
19 Dated: Feb. 10, 2015



Donna M. Ryu

20
21 UNITED STATES MAGISTRATE JUDGE

22
23 **ATTESTATION OF CONCURRENCE IN FILING**

24 In accordance with Civil Local Rule 5-1(i)(3), I attest that concurrence in the
25 filing of this document has been obtained from Matthew R. Harrison.

26
27 Dated: February 10, 2015

/s/ Marc N. Bernstein
Marc N. Bernstein